

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

December 29, 2000

IN RE:)
)
GENERIC DOCKET ADDRESSING) **DOCKET NO. 00-00523**
RURAL UNIVERSAL SERVICE)
)

INITIAL ORDER OF HEARING OFFICER

**FOR THE PURPOSE OF ADDRESSING THE AUTHORITY'S JURISDICTION OVER
INTRALATA TOLL SETTLEMENT AGREEMENTS BETWEEN BELL SOUTH
TELECOMMUNICATIONS, INC. AND INDEPENDENT INCUMBENT LOCAL
EXCHANGE CARRIERS**

This matter is before the Tennessee Regulatory Authority ("TRA" or "Authority") upon the action of the Hearing Officer, Director Melvin J. Malone, wherein the Hearing Officer requested the parties in this matter to submit legal briefs, inter alia, on the issue of whether the Authority has jurisdiction over the intraLATA toll settlement agreements between BellSouth Telecommunications, Inc. ("BellSouth") and the Rural Local Exchange Carriers ("Rural Carriers"). Legal briefs have been submitted.¹ After careful consideration, the Hearing Officer

¹ A Status Conference was convened in this matter on October 31, 2000, during which the parties were provided the opportunity to comment upon the formulation of the issues for which legal briefs were sought. *See Report and Recommendation of Pre-Hearing Officer*, TRA Docket No. 00-00523 (Nov. 8, 2000). BellSouth Telecommunications, Inc.; the Rural Independent Coalition; AT&T Communications of the South Central States, Inc. ("AT&T"); the Southeastern Competitive Carriers Association ("SECCA"); and the Attorney General filed legal briefs on this issue.

POSTED
12-29-00

FAXED
12-29-00

concludes, as a matter of law, that the Authority has jurisdiction and authority over the intraLATA toll settlement arrangement/mechanism embodied within the agreements at issue.

I. INTRODUCTION

On June 20, 2000, the Authority voted unanimously to open a docket for the purpose of addressing Rural Universal Service.² The Authority's June 20, 2000, decision in this matter invited rural companies to file comments on the applicability of the decisions in *In Re Universal Service Proceeding*, TRA Docket No. 97-00888 to this docket. Additionally, the Directors requested that BellSouth notify the Authority of any future changes in the intraLATA toll settlements. On July 21, 2000, the Authority notified interested parties that initial comments in this docket were due on September 5, 2000, with reply comments due on September 19, 2000.

Pursuant to the Authority's Order opening this case, on June 26, 2000, BellSouth filed a letter with the Authority concerning *IntraLATA Toll Settlement Contracts* between BellSouth and the Rural Carriers ("Settlement Contracts").³ In the letter, BellSouth informed the agency that it was in the process of negotiating certain modifications to the current intraLATA toll compensation arrangements between BellSouth and the Rural Carriers. Further, BellSouth advised that the current Settlement Contracts contain provisions that permit either party to cancel the same with proper notice.

Again, on August 4, 2000, BellSouth submitted a letter to the Authority regarding the Settlement Contracts. Attached to this letter were copies of letters mailed from BellSouth to each rural carrier currently operating under a Settlement Contract with BellSouth. In the attached

² See *Order Opening Docket For Purpose Of Addressing Rural Universal Service And Appointing Hearing Officer*, TRA Docket No. 00-00523 (July 14, 2000).

³ The June 26, 2000, BellSouth letter shall be referred to hereinafter as the "June BellSouth Letter." The letter is properly filed in *In Re Generic Docket Addressing Rural Universal Service*, TRA Docket No. 00-00523.

letters, BellSouth advised the Rural Carriers that BellSouth, under the terms of the Settlement Contracts, will terminate the agreements effective December 31, 2000.⁴

Pursuant to the aforementioned July 21, 2000, Notice, the Rural Independent Coalition (“Coalition”)⁵ filed comments on September 5, 2000. Among other things, in its comments the Coalition requested that the Authority “direct BellSouth to maintain the existing arrangements [set forth within the Settlement Contracts] between BellSouth and the Independents with respect to intraLATA toll until the matters before the Authority in this proceeding are resolved.”⁶ In response to this request by the Coalition, in its Reply Comments BellSouth contended that the Settlement Contracts “were entered into outside of any regulatory proceeding, . . . are not subject to any specific standards or rules set by the Authority . . . and . . . have not been submitted in the past to the Authority for approval.”⁷

Given the letters filed by BellSouth and the foregoing comments of the parties, at the October 31, 2000, Status Conference, the Hearing Officer determined that it was necessary to resolve the preliminary jurisdictional issue of whether the Authority has jurisdiction over the Settlement Contracts, also referred to as settlement agreements, in order to properly prepare this matter for a hearing on the merits before the Directors. Moreover, the time-sensitive nature of

⁴ The August 4, 2000, BellSouth letter, with attachments, is properly filed in *In Re Generic Docket Addressing Rural Universal Service*, TRA Docket No. 00-00523.

⁵ The Coalition consists of Ardmore Telephone Company, Inc., Ben Lomand Rural Telephone Cooperative, Inc., Bledsoe Telephone Cooperative, CenturyTel of Adamsville, Inc., CenturyTel of Clairborne, Inc., CenturyTel of Ooltewah-Collegedale, Inc., Concord Telephone Exchange, Inc., Crockett Telephone Company, Inc., Dekalb Telephone Cooperative, Inc., Highland Telephone Cooperative, Inc., Humphreys County Telephone Company, Loretto Telephone Company, Inc., North Central Telephone Cooperative, Inc., Peoples Telephone Company, Tellico Telephone Company, Inc., Tennessee Telephone Company, Twin Lakes Telephone Cooperative Corporation, United Telephone Company, West Tennessee Telephone Company, Inc., and Yorkville Telephone Cooperative.

⁶ *Comments of the Rural Independent Coalition*, TRA Docket No. 00-00523, pp. 29-30 (Sept. 5, 2000).

⁷ *Reply Comments of BellSouth*, TRA Docket No. 00-00523, p. 3 (Sept. 19, 2000). With respect to this issue, it should be noted that SECCA commented that “the TRA unquestionably has jurisdiction over the interLATA [sic] toll settlement contracts between BellSouth and the independent LECs.” *Reply Comments of SECCA*, TRA Docket No. 00-00523, p. 2 (Sept. 22, 2000).

this issue coupled with the unsavory potential for interruption in intraLATA toll service of consumers served by Rural Carriers demand that this issue be resolved in a timely manner and in advance of the remaining issues in this docket.

II. BACKGROUND

Since divestiture, in 1984, the Rural Carriers have agreed to be compensated for intraLATA toll calls through participation in a toll settlement process managed by BellSouth.⁸ Historically, BellSouth has carried all 1+ and 0+ intraLATA toll traffic in the Rural Carriers' service territories. Consequently, BellSouth is, in effect, the intraLATA toll provider for the Rural Carriers' customers. Under this arrangement, each Rural Carrier collects traffic information and bills its customers for intraLATA toll calls at BellSouth's rates (Rural Carriers concurred with BellSouth's intraLATA toll tariffs).⁹ BellSouth then compensates Rural Carriers for billing and collecting intraLATA toll from Rural Carriers' end-users and for local switching and transport of intraLATA toll traffic. The amount of intraLATA toll revenue billed and collected from end-users¹⁰ was initially designed to be the equivalent of the Rural Carriers' compensation rates for billing and collecting and for local switching and transport, so as to achieve a zero net revenue impact as a result of the creation of the Revenue Distribution Fund ("RDF") managed by BellSouth. All carriers, including BellSouth, shared excess revenues, if any, proportionately based on access lines.

⁸ See June BellSouth Letter, TRA Docket No. 00-00523.

⁹ Rural Carriers, with the exception of Citizens, do not have intraLATA toll tariffs on file with the Authority that contain intraLATA toll rates (rural carriers' intraLATA toll tariffs refer to BellSouth's intraLATA rates). Instead, Rural Carriers have agreed that "their" customers will be billed at the rate(s) contained in BellSouth's intraLATA toll tariff.

¹⁰ These revenues are derived by applying BellSouth's tariffed toll rates in which the Rural Carriers concurred.

In the ensuing years, in instances where it was determined that BellSouth was earning in excess of its authorized rate of return,¹¹ the Tennessee Public Service Commission (“PSC”) ordered BellSouth to, among other rate adjustments, reduce intraLATA toll rates. The PSC, based on its authority and jurisdiction over intraLATA toll settlement arrangements, which BellSouth did not challenge, and through its lawful regulatory directive, intentionally maintained the Rural Carriers’ compensation levels.¹² This was achieved through the receipt of monthly net payments from BellSouth equal to the difference between intraLATA toll compensation levels before the PSC ordered reductions in BellSouth’s intraLATA toll rates, and intraLATA toll compensation levels after the PSC ordered reductions.¹³

In the June BellSouth Letter, BellSouth stated that “[o]ver the last several years BellSouth has discussed with a number of the Independent LECs in Tennessee the need to revise the intraLATA toll compensation arrangement. Last December, during a formal meeting to discuss settlements in general, BellSouth stated to those companies that were in attendance that the current agreement is disproportionately burdensome and that BellSouth is evaluating it’s [sic] options.”¹⁴ BellSouth concluded its letter by stating that “[d]epending on the outcome of our

¹¹ BellSouth was then a rate-of-return regulated company; and, as such, was entitled to earn an authorized fair rate of return. BellSouth is, today, regulated under the state’s price regulation statute, Tenn. Code Ann. § 65-5-209.

¹² Since Rural Carriers are, for the most part, rate-of return regulated, the PSC had at least two options available to it to maintain Rural Carriers’ revenues at levels that existed prior to the ordered reduction in BellSouth’s intraLATA toll rates. The first option would have been to allow corresponding reductions in Rural Carriers’ compensation rates and then have each Rural Carrier file for rate relief, if warranted. Or, “make whole” payments could have been ordered that represented only a portion of the revenues that were found to be in excess of those revenues to which BellSouth was entitled. The PSC chose the latter. If it had not, the rate design, then established, could conceivably have included greater reductions in services then identified, or could have included reductions in other services not then targeted for reductions. The effect of the PSC’s actions, with respect to ordered rate reductions, including intraLATA toll agreement “make whole payments,” have carried forward today.

¹³ These payments have been interchangeably referred to as “make whole arrangements” and “make whole payments.”

¹⁴ *June BellSouth Letter* at 2.

negotiations [with the independent LECs], BellSouth intends to move forward in Tennessee with a new contract in place no later than January 1, 2001.”¹⁵

As noted earlier, on July 14, 2000, the Authority issued an Order establishing a Rural Universal Service Docket, and requesting that BellSouth notify the Authority of any future changes in the intraLATA toll settlements. In response to the Authority’s request, BellSouth, on August 4, 2000, formally notified the Authority, in this docket, that it was, in fact, exercising its right to unilaterally terminate existing intraLATA toll settlement contracts (agreements) between itself and the Rural Carriers.¹⁶

III. SUMMARY OF ARGUMENTS OF THE PARTIES

a. Arguments of BellSouth

BellSouth explains its desire to terminate the existing agreements by stating “[t]his revised arrangement [modified RDF] was acceptable at that time because BellSouth’s earnings were protected under rate of return regulation and little to no intraLATA toll competition existed Competition has now arrived and accordingly, so has the need to revise the toll compensation arrangement, as Inter-exchange Carriers are competing head to head with BellSouth. Already all companies operating in Tennessee have implemented a toll dialing parity plan.”¹⁷

¹⁵ *Id.* at 3.

¹⁶ In its August 4, 2000, letter BellSouth stated that on July 31, 2000, “letters were mailed to all of the incumbent local exchange carriers in Tennessee, except Citizens Telecommunications which currently operates under an originating responsibility toll settlement contract.” Therein, BellSouth informed the Rural Carriers that “BellSouth herewith exercises this right of termination,” and that “BellSouth is agreeable to continue operating under the current agreement until the end of this year (December 31, 2000).”

¹⁷ *June BellSouth Letter* at 2. Section 251 (b) of the Telecommunications Act of 1996 requires all Local Exchange Carriers to provide dialing parity. *See also* 47 C.F.R. § 51.213; FCC Order 96-333 (Aug. 8, 1996) (setting forth the requirements for implementation of IntraLATA Toll Dialing Parity); and FCC Order 99-54 (March 23, 1999) (extending to June 22, 1999, the deadline for state commissions to act on a LEC’s IntraLATA Toll Dialing Parity Plan).

BellSouth basically offers four reasons in support of its ability to unilaterally terminate the existing agreements.¹⁸ First, BellSouth states that the agreements (contracts) at issue here, for the exchange of intraLATA toll traffic, have never been the subject of direct oversight by the Authority; and, furthermore, that the agreements were entered into outside the context of any regulatory proceeding, and, as such, are not governed by any specific standards or rules set by the Authority. Next, BellSouth argues that the agreements have not been submitted in the past to the Authority for approval. Finally, and most importantly, BellSouth agrees that the TRA has *jurisdiction* over the parties, but contends that the TRA has no statutory *authority* to alter pre-existing toll settlement agreements between BellSouth and the Rural Carriers. In fact, BellSouth is adamant in contending that the TRA possesses no “legal power to alter contracts between BellSouth and the rural carriers,” and that the TRA’s “jurisdictional oversight of public utilities set forth in Tenn. Code Ann. § 65-4-104 does nothing to create the ability to abrogate the requirements of (or rights arising from) pre-existing contracts.”¹⁹ BellSouth cites various authorities in support of its positions.

b. Arguments of the Coalition

The Coalition primarily argues that the Authority has jurisdiction over the toll settlement *arrangements*²⁰ that are embodied within the agreements entered into between BellSouth and the Rural Carriers, and requests that the Authority exercise its authority and jurisdiction over

¹⁸ See *Initial Brief of BellSouth Telecommunications, Inc. on Legal Issues*, TRA Docket No. 00-00523 (Nov. 9, 2000).

¹⁹ *Id.* at pp. 2, 4.

²⁰ To the extent that the Coalition’s language, in its Initial Brief, can be construed to suggest that the “agreements” are synonymous with the “arrangements” contained therein, its Reply Brief was clear and unambiguous. In it, the Coalition states: “The Coalition, however, does not ask the TRA to alter or take some other action on the toll settlement contracts themselves. . . . Instead, the Coalition is asking the TRA to act pursuant to its jurisdiction . . . over interconnection arrangements to define the interconnection arrangement between the Independents and BellSouth in the absence of the toll settlements contracts.” *Reply Brief of the Rural Independent Coalition*, TRA Docket No. 00-00523, p. 3 (Nov. 16, 2000).

intraLATA toll arrangements in a manner that would require the continuation of existing arrangements pending the consideration of the independents' universal service and rate design proposals in this proceeding.

c. Arguments of AT&T

AT&T basically asserts that the Authority's plenary jurisdiction over the rates and practices of all telephone companies existed and was exercised prior to the adoption of Chapter 408 of the Public Acts of 1995, and that the adoption of said chapter did not diminish or alter, in any manner, the Authority's jurisdiction with respect to Rural Carriers. In fact, AT&T asserts that Rural Carriers were exempted from the competitive reach of Chapter 408.

AT&T additionally contends that the TRA has limited authority over the rates of companies who elect to operate under a price regulation plan, and that existing law reveals nothing that would indicate an intent by the Legislature to include within the scope of a price regulation plan the intraLATA toll agreements then in effect between BellSouth and the independents. In fact, AT&T concludes that the arrangements between BellSouth and the Rural Carriers, ordered by the PSC, are beyond the boundaries of BellSouth's legal flexibility under a price regulation plan. Finally, AT&T asserts that as a consequence of the intraLATA toll arrangements between BellSouth and Rural Carriers being excluded from Tenn.Code Ann. § 65-5-209, the intraLATA toll arrangements remain subject to the general jurisdiction of the TRA, just as they were subject to the general jurisdiction of the PSC prior to the adoption of Chapter 408.

d. Arguments of SECCA

SECCA concurs with both the Coalition and AT&T in asserting that the Authority has jurisdiction over the intraLATA toll settlement arrangements.²¹

e. Arguments of the Attorney General

Finally, joining the Coalition, AT&T, and SECCA, the Attorney General unequivocally maintains that the Authority has jurisdiction over the the intraLATA toll settlement arrangements between BellSouth and the Rural Carriers. The Attorney General characterizes BellSouth's suggestions of a "retroactive raid" as "a red herring."²² Furthermore, the Attorney General asserts that "despite the reduction in state-wide average intraLATA toll rates and the implementation of Metro Area Calling, the toll settlements for the Rural Local Exchange Carriers remained basically in tact [sic]."²³ Lastly, the Attorney General states that "[a]fter BellSouth initiated the price regulation plan as stated in Tennessee Code Annotated § 65-5-209, the net toll settlement revenues are now explicitly included in the non-basic revenues of BellSouth. BellSouth's non-basic revenues are subject to the Price Regulation Index ("PRI") and the Service Price Index ("SPI") permitting a maximum annual adjustment in the rates for interconnection services. The maximum annual adjustment in the rates is subject to Authority review and approval according to statute."²⁴

²¹ "The TRA has 'general supervisory and regulatory power, jurisdiction and control over all public utilities, and also over their property, property rights, facilities, and franchises' T.C.A. § 65-4-104. The TRA also has explicit jurisdiction over 'interconnection' arrangements among 'all telecommunications service providers' in order to insure that the terms and conditions of interconnection are 'non-discriminatory' and 'reasonable.' T.C.A. § 65-4-124." *Brief of SECCA*, TRA Docket No. 00-00523, p. 1 (Nov. 9, 2000).

²² "The Coalition's request does not require the Authority to focus on 'pre-existing' contracts, but rather the contractual relationship after termination of the contract." *Brief of the Attorney General on the Legal Issues*, TRA Docket No. 00-00523, p. 1 (Nov. 16, 2000).

²³ *Id.* at 2. See also *Brief of SECCA*, TRA Docket No. 00-00523, pp. 1-2 (Nov. 9, 2000).

²⁴ *Brief of the Attorney General on the Legal Issues* at 2-3.

IV. ANALYSIS

In the opinion of the Hearing Officer, the legal question presented is not as complicated as it may on first glance appear. After compartmentalizing the components of the contracts (agreements) at issue here, there emerges, at least, two precise and well-defined categories. The first category is comprised of provisions agreed to by and between the parties themselves, absent regulatory influence or mandate. The second category is comprised of provisions that exist pursuant to regulatory edict and *must* be complied with until the TRA, consistent with state law, declares otherwise. The apparent controversy over the TRA's jurisdiction and authority results from the aforementioned contractual categories coexisting within the same document.

The Hearing Officer has not here resolved, as BellSouth suggests he must if its positions are not affirmed, that the Authority is herein exercising statutory authority over purely private contracts.²⁵ In the midst of BellSouth's focus on private contractual rights, the Hearing Officer concludes that, as a matter of law, the TRA's jurisdiction and authority over the toll settlement *arrangement* memorialized within the toll settlement agreements remains intact, notwithstanding BellSouth's actions terminating these agreements as of December 31, 2000.²⁶ Consistent with BellSouth's argument, the Hearing Officer recognizes that the contracts that exist between the Rural Carriers and BellSouth may contain a host of provisions agreed to by the principals apart from any requirement emanating from regulatory proceedings. Here, the Authority does not tread.

Conversely, where the contracts that exist between the Rural Carriers and BellSouth contain arrangements therein resulting directly from a lawful regulatory requirement, any action,

²⁵ In its legal brief, BellSouth does not dispute the Authority's jurisdiction and "legal power" over regulatory matters relating to public utilities.

²⁶ As concerning this legal issue, no genuine issues of material fact have been presented.

by either party, terminating said contracts does nothing to diminish or annul the TRA's authority and jurisdiction over regulatory ordered arrangements. The Authority's jurisdiction over lawfully ordered regulatory arrangements, in this instance toll settlement arrangements, must necessarily survive a contracting party's attempt to escape the grasp of those ordered arrangements by merely "penning in" a contractual right to terminate. No party, sua sponte, possesses the legal power to contract away a lawfully ordered regulatory requirement. By state law, that authority resides with the Authority.

As the Supreme Court of Tennessee articulated in *Consumer Advocate Division, Office of the Attorney General v. Greer*, 967 S.W.2d 759, 761-62 (Tenn. 1998), the Authority has broad regulatory authority over public utilities. The Court stated:

[T]he General Assembly has charged the TRA with the "general supervisory and regulatory power, jurisdiction and control over all public utilities." Tenn. Code Ann. § 65-4-104 (1997 Supp.). In fact, the Legislature has explicitly directed that the statutory provisions relating to the authority of the TRA shall be given "a liberal construction" and has mandated that "any doubts as to the existence of a power conferred on the [TRA] . . . shall be resolved in favor of the existence of the power, to the end that the [TRA] may effectively govern and control the public utilities placed under its jurisdiction. . . ." Tenn. Code Ann. § 65-4-106 (1997 Supp.). The General Assembly, therefore, has "signaled its clear intent to vest in the [TRA] practically plenary authority over the utilities within its jurisdiction." *Tennessee Cable Television Ass'n v. Tennessee Public Service Comm'n*, 844 S.W.2d 151, 159 (Tenn. App. 1992).²⁷

The Hearing Officer finds that the language set forth in *Greer* clearly supports, and in fact mandates, the conclusion reached herein.

The Hearing Officer's conclusion does not amount to "impairing" or "abrogating" existing contracts as BellSouth contends; rather, it affirms the agency's well-established statutory

²⁷ The TRA also derives its authority from the following sections: Tenn. Code Ann. §§ 65-4-105, 65-4-115, 65-4-124, and 65-5-201.

authority over a long-standing regulatory arrangement. BellSouth's suggestion that its unilateral election to terminate the intraLATA toll contracts with the Rural Carriers frees BellSouth from maintaining the currently ordered toll settlement *arrangement*, in or outside of a contractual agreement, or that its actions somehow strip the TRA of its clearly established jurisdiction over the arrangements lacks merit.

V. CONCLUSION

Based on the foregoing analysis, the Hearing Officer concludes that the TRA has jurisdiction and authority over the Settlement Contracts between BellSouth and the Rural Local Exchange Carriers to the extent that BellSouth must continue the interconnection *arrangement*²⁸ imposed as a result of past regulatory proceedings, until such time that the current arrangement is otherwise terminated, replaced, or modified by the Authority.

BellSouth may have acted within its contractual rights in unilaterally terminating its existing contracts as of December 31, 2000, and the Hearing Officer does not here take issue with the exercise of such rights. Still, BellSouth's power to unilaterally terminate its existing agreements does not, as a matter of law, empower BellSouth to escape its existing regulatory obligation with respect to maintaining interconnection arrangements with the Rural Carriers, nor does it empower BellSouth to unilaterally dismantle the existing intraLATA toll arrangement and replace it with an access-based compensation mechanism of its, or any other party's, choosing, absent TRA involvement.

Finally, nothing stated herein should be construed to suggest that current efforts in developing or pursuing alternative interconnection compensation mechanisms should be relaxed,

²⁸ The arrangement, outside of the existing contract, is ordered to be maintained on the same rates, terms, and conditions as were contained in the terminated intraLATA toll agreements.

or that this decision extends beyond resolving the immediate question of the TRA's jurisdiction and authority in this matter.

ACCORDINGLY, IT IS THEREFORE ORDERED THAT:

(1) Absent express action of the Authority, BellSouth Telecommunications, Inc. is hereby enjoined from taking any measures to unilaterally terminate the existing intraLATA toll settlement arrangement/mechanism currently in effect between BellSouth and the Rural Carriers;

(2) Any party aggrieved by this initial decision may file a Petition for Reconsideration with the Tennessee Regulatory Authority within fifteen (15) days from and after the date of this Initial Order. Such petition shall be considered by the Hearing Officer presiding herein;

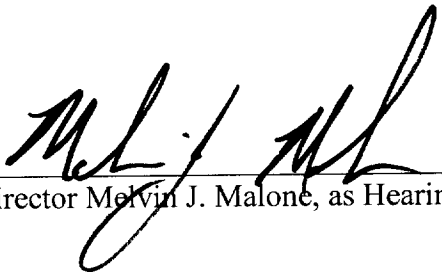
(3) Any party aggrieved by the decision of the Hearing Officer in this matter may also file a Petition for Appeal pursuant to Tenn. Code Ann. § 4-5-315 with the Tennessee Regulatory Authority within fifteen (15) days from and after the date of this Initial Order. Additionally, if the Tennessee Regulatory Authority or any of the parties herein do not seek review of this Initial Order within the time prescribed by Tenn. Code Ann. § 4-5-315, this Initial Order shall become the Final Order;

(4) Any party aggrieved by the decision of the Hearing Officer in this matter has the right to judicial review by filing a Petition for Review with the Tennessee Court of Appeals within sixty (60) days from and after the date of this Initial Order;

(5) Any time for the filing of a Petition for Review, Appeal, or Reconsideration of this Initial Order shall commence to run from the date of the entry of this Initial Order; and

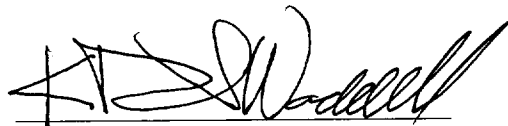
(6) Pursuant to Tenn. Code Ann. § 4-5-318, this Initial Order shall become effective upon entry.

Entered this 29th day of December, 2000.



Director Melvin J. Malone, as Hearing Officer

ATTEST:



Executive Secretary